

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alloy Merchandise, LLC		06/04/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	201 Merritt Seven		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2229184	ALLOY	
Registration Number:	2892305	ALLOY	
Registration Number:	3851901	ALLOY	
CORRESPONDENCE DATA			
Fax Number:	4044435697		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-443-5742		
Email:	lallen@mcguirewoods.com		
Correspondent Name:	Lizzie Garner, Esq.		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	1230 Peachtree Street, N.E., Ste 2100		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	2060238-0042 DELIAS		

NAME OF SUBMITTER:	Latosha Allen
Signature:	/Latosha Allen/
Date:	06/12/2013
Total Attachments: 5 source=dELliAs - Release of Security Interest in Trademark#page1.tif source=dELliAs - Release of Security Interest in Trademark#page2.tif source=dELliAs - Release of Security Interest in Trademark#page3.tif source=dELliAs - Release of Security Interest in Trademark#page4.tif source=dELliAs - Release of Security Interest in Trademark#page5.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARK

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK (this "Release") is made as of June 4, 2013 ("Effective Date") by **GENERAL ELECTRIC CAPITAL CORPORATION**, in its capacity as Agent for the Lenders ("Grantee"), in favor of **ALLOY MERCHANDISE, LLC** ("Grantor").

WHEREAS, Grantor is a borrower under that certain Credit Agreement, dated as of May 26, 2011, by and among Grantor, the other Persons signatory thereto from time to time as Borrowers, the other Persons signatory thereto from time to time as Credit Parties, the Lenders and L/C Issuers from time to time parties thereto, and General Electric Capital Corporation, as Agent for the Lenders (as amended, and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). All capitalized terms used in this letter agreement which are not defined herein shall have the same meanings given such terms in the Credit Agreement;

WHEREAS, pursuant to the terms and conditions of that certain Guaranty and Security Agreement dated as of May 26, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty Agreement"), Grantee holds a Lien against the intellectual property rights owned by Grantor;

WHEREAS, pursuant to the terms and conditions of that certain Intellectual Property Security Agreement dated as of May 26, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), Grantor granted, assigned, conveyed, mortgaged, pledged, hypothecated and transferred to Grantee, and granted to Grantee, a security interest in all of Grantor's right, title and interest in and to the Trademark Collateral (as defined in the Intellectual Property Security Agreement, the "Trademark Collateral");

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on May 27, 2011 at Reel/Frame 004550/0515;

WHEREAS, subject to the terms and conditions of that certain letter agreement, dated as of June 4, 2013, by and among Grantee, the Lenders signatory thereto, Grantor and the other Borrowers signatory thereto, Grantee has consented to, among other things, the release and termination of the Lien on certain Collateral as more specifically described therein and the Trademark Collateral, including that listed on Schedule 1 attached hereto (collectively, the "Specified Trademark Collateral"); and

WHEREAS, Grantee desires to release its Lien in the Specified Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

1. Grantee's Lien in the Specified Trademark Collateral granted pursuant to the Intellectual Property Security Agreement and the Guaranty Agreement respectively is hereby terminated and released.

2. To the extent Grantee retains any such interest, Grantee hereby assigns, transfers and conveys to Grantor, all of Grantee's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any mortgage and continuing security interest in the Specified Trademark Collateral, including, without limitation, the entire right, title and interest in and to the Specified Trademark Collateral, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto and the goodwill of the business to which the Specified Trademark Collateral relates. Such assignment, transfer and conveyance by Grantee is made without any representation or warranty (express or implied) by Grantee, except that Grantee has not transferred or conveyed any interest therein.

3. Grantee hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release, all at the expense of Grantor. Grantee authorizes Grantor (or its agents) to file such documentation as is necessary to effect the releases and terminations of the Specified Trademark Collateral granted hereunder.

4. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page to this Release by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Release.

5. THIS RELEASE SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

[Remainder of page intentionally blank; signature page follows.]

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

GENERAL ELECTRIC CAPITAL
CORPORATION, as Grantee

By: Mark J. Forti

Name: MARK J. FORTI

Title: Duly Authorized Signatory

ACCEPTED and AGREED:

ALLOY MERCHANDISE, LLC

By: 

Name: David J. Dick

Title: Senior Vice President,
CFO and Treasurer

RELEASE OF SECURITY INTEREST IN TRADEMARK
SIGNATURE PAGE

TRADEMARK
REEL: 005045 FRAME: 0926

SCHEDULE I

TRADEMARK REGISTRATIONS

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Alloy Merchandise, LLC	Alloy	2229184	March 2, 1999
Alloy Merchandise, LLC	Alloy	2892305	October 12, 2004
Alloy Merchandise, LLC	Alloy	3851901	August 17, 2004